

**FILE COPY**

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND  
LOOMIS ARMORED US, INC.  
FOR  
ARMORED CAR SERVICES  
RFP # 09-0033**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Loomis Armored US, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONTRACTOR.

**Recitals**

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposal (RFP), #09-0033, to establish a contract to provide armored car services in conjunction with the COUNTY'S needs; and

**WHEREAS**, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2. Purpose**

**2.1** The purpose of this Agreement is for CONTRACTOR to provide armored car services for assigned stops at various locations within Lake County and to pick up, transport and deliver securely sealed or locked shipments containing, but not limited to, the following: currency, coin, checks, securities, or other valuables.

**Article 3. Scope of Services**

**3.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide armored car services. CONTRACTOR shall perform the Scope of Services as set forth in **Exhibit A**, attached hereto and incorporated herein by reference. The services shall include pick-up from various COUNTY locations and same day delivery to the local Wachovia Branch so the COUNTY will receive same day bank credit for such deposits. The locations for pick-up are set forth in **Exhibit B**, attached hereto and incorporated herein by reference. The COUNTY reserves the right to



modify deposit pick-up locations and/or financial institutions with written notification to the CONTRACTOR.

**3.2** This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY'S Office of Procurement Services. The initial Agreement term shall be twelve (12) months, and then the Agreement will remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall be firm, fixed pricing and shall prevail for the full duration of the initial Agreement term.

**3.3** Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year periods. Prior to completion of such exercised Agreement term, the parties may negotiate an adjustment to price based on then current market conditions and other factors.

It is the CONTRACTOR'S responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current Agreement term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the sole right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period and any option subsequently exercised is a COUNTY prerogative and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

**3.4** To account for future movements in the price of diesel fuel, the contract price may be changed based on the monthly fuel fee the CONTRACTOR charges to the COUNTY. The fuel fee will be adjusted up or down based on the average diesel prices as measured and published by the United States Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)). CONTRACTOR'S established baseline, included in the contract price, is \$1.31 for diesel fuel. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (e.g., if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). The same scale shall be used upon subsequent decreases in the price, but the fuel fee rate shall not fall below the established baseline. The fuel fee rate change reflected on the invoice will be based on national average diesel prices published on the Department of Energy website. The calculation is the average of the national prices for the first four Mondays of the month rounded to the next cent.

**3.5** The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**3.6** CONTRACTOR shall be responsible for obtaining all required federal, state or local permits or licenses required to complete the project-specific scope of work. The CONTRACTOR shall take precautions against damage to public and private property during the course of its work. Should damage





occur, by negligent omission or commission by the CONTRACTOR, the CONTRACTOR shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONTRACTOR fails to correct the damage, the COUNTY shall have the option of correcting the damage and issuing a deductive change order to the CONTRACTOR to deduct the amount of the corrective work from the contract balance.

#### **Article 4. Payment**

**4.1** Payment shall be based upon the Schedule of Payment set forth in Exhibit B, attached hereto and incorporated herein by reference.

**4.2** CONTRACTOR shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default and this Agreement may be terminated.

**4.3** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

#### **Article 5. County Responsibilities**

**5.1** COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

**5.2** COUNTY shall pay CONTRACTOR in accordance with the provisions of Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

**5.3** The COUNTY will clearly and distinctly indicate the value of each container on the outside of the sealed container. The COUNTY shall not conceal nor misrepresent any material fact or circumstances concerning the property delivered to the CONTRACTOR.

**5.4** The COUNTY will assist in establishing the identity of any property lost, damaged or destroyed constituting a part of any loss.

#### **Article 6. Special Terms and Conditions**

**6.1** Qualifications. CONTRACTOR shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

**6.2** Termination. The COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days advance written notice to the CONTRACTOR, but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.



- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.
- B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**6.3 Subletting of Contract.** This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

**6.4 Insurance.** CONTRACTOR shall provide and maintain at all times during the entire term of this Agreement, without cost or expense to COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits, which is as follows:

- (X) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	Each Occurrence/General Aggregate	\$1,000,000/2,000,000
(X)	Products-Completed Operations	\$2,000,000
(X)	Personal & Adv. Injury	\$1,000,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	Included

- (X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

(X)	Combined Single Limit	\$1,000,000
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- (X) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR'S employees are injured, CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.
- (X) Employers Liability insurance with the following minimum limits and coverage:
- |     |                       |             |
|-----|-----------------------|-------------|
| (X) | Each Accident         | \$1,000,000 |
| (X) | Disease-Each Employee | \$1,000,000 |
| (X) | Disease-Policy Limit  | \$1,000,000 |
- (X) Insurance sufficient to cover any loss, mysterious disappearance or damage, etc., of deposits (i.e., cash, checks, negotiable) of the COUNTY in the possession of the CONTRACTOR from the time of receiving the funds from the COUNTY until the time the depository bank takes possession, if not already provided for in the commercial liability insurance. If any day's deposit exceeds the amount covered by the insurance, the CONTRACTOR shall provide additional insurance to cover the deposit.
- (X) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- (X) The following additional coverage must be provided if a dollar value is inserted below:
- Loss of Use at coverage value: \$\_\_\_\_\_
- Garage Keepers Liability at coverage value: \$\_\_\_\_\_
- (X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on all applicable liability insurance policies.
- (X) Certificates of insurance shall endeavor to provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the provided insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the COUNTY.
- (X) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800.
- (X) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.



- (X) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (X) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- (X) Failure to obtain and maintain such insurance as set forth above will be considered a breach of Agreement and may result in termination of the Agreement for default.
- (X) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**6.5 Indemnity.** CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

**6.6 Independent Contractor.** CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**6.7 Ownership of Deliverables.** Upon completion of and payment for a task CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**6.8 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records,





drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement. CONTRACTOR may keep copies of all work product for its records.

**6.9 Force Majeure.** The CONTRACTOR shall not be liable for delay or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the opinion of the COUNTY, is beyond the control of the CONTRACTOR. Under any circumstances, however, the COUNTY may cancel this Agreement if such action is deemed to be in the best interest of the COUNTY.

**6.10 Retaining Other Contractors.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.11 Accuracy.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

**6.12 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**6.13 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**6.14 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.15 Acceptance of Services.** The services performed as a result of this Agreement will not be deemed complete until the services are accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that any aspect of the services provided does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or initiate corrective action on the part of the CONTRACTOR. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications.

In addition, any service not delivered or performed by the date specified in the purchase order or Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any





increased service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

**6.16 Addition and Deletion of Facilities.** Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to or deleted from this Agreement at the option of the COUNTY. When adding a facility, CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY'S discretion. When service is no longer required at a facility, the COUNTY shall provide fourteen (14) calendar days written notice to the CONTRACTOR for deletion of the facility.

**6.17 Public Records / Copyrights**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

**6.18 Claim Procedures.** The following provisions shall control in the event of any loss or claim, notwithstanding anything to the contrary contained in this Agreement:

A. In the event of a loss, the COUNTY agrees to notify CONTRACTOR in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care. The COUNTY agrees that any loss shall be reported by the COUNTY to CONTRACTOR within forty-five (45) days after the pick-up by CONTRACTOR of the securely sealed container in connection with which the loss is asserted. Unless such notice has been received by CONTRACTOR within this forty-five (45) day period, such claim shall be deemed waived and released by the COUNTY. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

B. COUNTY has elected check reconstruction coverage under the Agreement and in consideration of the reduction of its service charge, COUNTY agrees to the following limits on CONTRACTOR'S liability under the Agreement. COUNTY agrees it will cooperate and assist in reconstructing lost, damaged or destroyed checks constituting a part of any loss. The term





"Reconstruction" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker or endorser of each. COUNTY agrees that in the event of a loss, CONTRACTOR'S liability for all lost, damaged or destroyed checks shall not exceed Ten Thousand Dollars (\$10,000.00) (CHECK LIMIT AMOUNT). The CHECK LIMIT AMOUNT is COUNTY'S exclusive remedy and represents the maximum that will be paid by the CONTRACTOR for the reasonable costs and expenses to reconstruct the checks, including but not limited to any necessary costs because of stop-payment procedures and the face value of any checks which cannot be reconstructed. For purposes of calculating the Liability Coverage per Shipment Amount or Excess Liability Coverage, the total value of the shipment shall be deemed to be the sum of the currency, coin, securities or other valuables plus the lesser of the CHECK LIMIT AMOUNT or the actual face value of all checks lost, damaged or destroyed.

C. Upon the request of CONTRACTOR, COUNTY will furnish proof of loss to CONTRACTOR or its insurance carrier. Once reimbursement has been made to the COUNTY, CONTRACTOR and its insurer shall receive any and all of the COUNTY'S rights and remedies of recovery.

**6.19 Liability.** CONTRACTOR agrees to assume liability, as hereinafter limited, for any loss, plus damage or destruction of property (hereinafter called "loss") from the time it is received by CONTRACTOR until such time as it is delivered to the consignee designated by the COUNTY to receive same, or, in the event of non-delivery, until its return to the COUNTY; but the CONTRACTOR does not assume liability for the property while in safe(s) on the COUNTY'S premises or in the possession of the COUNTY'S employees. If the COUNTY conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, CONTRACTOR will have no liability for any loss related to such fact or circumstance.

#### **Article 7. General Conditions**

**7.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**7.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**7.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**7.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**7.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**7.7** During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that



CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**7.8** CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

**7.9** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**7.10** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Nancy Poe  
Account Executive  
40 West Crystal Lake Street  
Orlando, Florida 32806

cc: Loomis Armored US, Inc.  
Attention: Risk Management  
2500 City West Boulevard, Suite 900  
Houston, Texas 77042

If to COUNTY:

County Manager  
Post Office Box 7800  
315 West Main Street, Suite 308  
Tavares, Florida 32778-7800

cc: Lake County Finance Department  
Attention: Finance Director  
Post Office Box 7800  
315 West Main Street, Suite 339  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### **Article 8. Scope of Agreement**

**8.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**8.2** This Agreement shall rescind and replace any other Agreement between the parties.

**8.3** This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Pricing Section




**Agreement between Lake County, Florida and Loomis Armored US, Inc. for Armored Car Services, RFP 09-0033**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 6th day of Oct, 2009 and by CONTRACTOR through duly authorized representative.

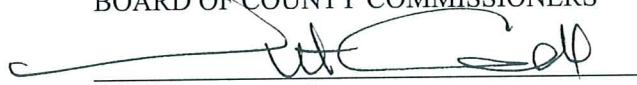
**CONTRACTOR**

**LOOMIS ARMORED US, INC.**

  
By: SARAH KATTAPONG  
Title: VP FINANCIAL & ACCT. SERV.

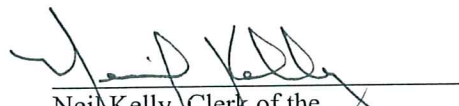
**COUNTY**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
Welton G. Caldwell  
Chairman

This 7th day of Oct, 2009.

ATTEST:

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

  
Sanford A. Minkoff  
County Attorney



## EXHIBIT A

### **SECTION 2 - STATEMENT OF WORK**

RFP Number: 09-0033

#### **SCOPE OF SERVICES**

**Section 2.1** Provide armored car services for assigned stops and various locations within Lake County and to pick up, transport and deliver securely sealed or locked shipments containing, but not limited to, the following: currency, coin, checks, securities, or other valuables. The service shall include pick-up from the various County locations and same day delivery to the local Wachovia Branch so the County will receive same day bank credit for such deposits. (See pricing sheet for location list.) The County reserves the right to modify deposit pick-up locations and/or financial institutions with written notification to the Contractor.

1. The Contractor shall accept sealed container(s), provide a receipt to the County for the sealed container(s), transport and deliver same sealed container(s) to the consignee designated by the County.
2. By signing a written notice of refusal, the Contractor may refuse such container(s) if the shipment container(s) does not appear to be securely sealed or locked.
3. The Contractor shall assume the liability for any loss of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s) until the time when the County or its designated consignee takes physical possession of the sealed container(s) and signs the Contractor's receipt. If it is impossible to complete the delivery, the Contractor shall be responsible until the sealed container(s) is returned to the County or its designated agent and a signed receipt obtained.
4. Contractor shall use only those containers the type, design and identification of which have been approved by the County. The containers shall be of the type that clearly and distinctly indicate the name and address of the consignor as well as the name and address of the consignee.
5. Days of Service and Holidays: The services shall be provided from 8:00 a.m. through 5:00 p.m., Monday through Friday. The following holidays shall be exempt (unless requested in writing by the County): New Year's Day, Martin L. King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day and any Local Applicable Observed Holiday. For requests in writing for holiday services, Contractor may charge a Holiday Rate.
6. Premise Time: Contractor shall be present (inside at pick up site) no more than a maximum of seven (7) minutes to make a pick up and/or delivery. If said premise time exceeds seven (7) minutes, the County may be charged the appropriate additional charge.
7. Contractor shall provide unscheduled pick up or deliveries requested by the County with the same conditions and provisions as regularly scheduled service. The County may be charged the appropriate additional charge as listed in Exhibit A.

The Contractor shall be responsible for obtaining all required federal, state or local permits or licenses required to complete the project-specific scope of work. The Contractor shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the Contractor, the Contractor shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event Contractor fails to correct the damage, the County shall have the option of correcting the damage and issuing a deductive change order to the Contractor to deduct the amount of the corrective work from the contract balance.





EXHIBIT B

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

RFP Number: 09-0033

**PRICING SECTION**

Item	Item Description	Cost per Month
	Armored Car Courier Services for various locations within the County per the preceding terms, conditions and scope of services. Pick up from the following locations:	
1.	Judicial Center, 550 W. Main St., Tavares	\$ <u>346.00</u> per month
2.	Sheriff's Office, 360 W. Ruby St., Tavares (next to Round Courthouse)	\$ <u>346.00</u> per month
3.	County Finance Dept., 315 W. Main St., Tavares (Round Courthouse)	\$ <u>346.00</u> per month
4.	Records Center, 122 E. Main St., Tavares	\$ <u>346.00</u> per month
5.	Clerk's Office, 1206 Bowman Street, Clermont	\$ <u>346.00</u> per month
6.	Clerk's Office, 902 Avenida Central, The Villages	\$ <u>346.00</u> per month
7.	<b>TOTAL</b>	\$ <u>2076.00</u> per month

Holiday Rate \$ 50.00 per day

Unscheduled Pick-up rate \$ 20.00 per day

Liability Charge \$ .30 per \$1,000, in excess of \$250,000 cash (per container)  
(not including checks)

Premise Time \$ 150 per minute, in excess of ten (10) minutes

Charge per item \$ 1.13 in excess of ten (10) items



- ☐ Consent  
☐ Departmental

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

**DATE:** September 23, 2009  
**TO:** Cindy Hall, County Manager  
**THRU:**  
**BY:** John Wight, Procurement  
**SUBJECT:** Armored Car Service  
**DISTRICTS:**

**MEETING DATE:** October 06, 2009  
Item Type: Consent Agenda  
Other:

**RECOMMENDATION/REQUIRED ACTION:**

It is recommended that the Board approve the award of a Term & Supply contract to Loomis Armored US Inc., for the provision of armored car services.

**BACKGROUND SUMMARY:**

The County solicited a Request for Proposal (RFP) No. 09-0033 to acquire armored car services to meet the needs of the County. The RFP was fully competed, advertised and complies with the stated BCC Procurement Policy.

There was one (1) response from Loomis Armored US Inc.

The Evaluation Team unanimously recommended Loomis for the award.

The new contract pricing is less than the current contract pricing on holiday rate, unscheduled pick-up rate and premise time rate. All other rates remained the same except for a 0.13 increase (\$1.00 per item to \$1.13 per item) on charge per item in excess of 10 items.

The team consisted of: Phyliss Spears, Clerk of Courts, Recording; Cassandra Nobles, Clerk of Courts, Court Departments; and Tracy Zellar, Clerk of Courts, Board Finance.

The overall consensus is that Loomis, being the current vendor, is professional, efficient, timely, accurate and provides good service.

This recommendation was forwarded to Barbara Lehman, Chief Deputy of Finance, and approved.

Fiscal Impact: \$30,000.00

Budget: Operating Budget

Account No.: 998000.361110 - Pool Cash - Consolidated - Interest Revenue (Expense)

Affected parties notified of meeting:

Advertised: Date: Paper:

Attachments (List): Contract  
Departmental Recommendation  
Evaluation Team Minutes

**STAFF APPROVAL:**

Director: Schwartzman, Barnett  
County Manager: Booth, Niki  
County Attorney: Sandy Minkoff  
Budget Office: Krueger, Douglas

**DATE:**

2009-09-11 16:09:56  
2009-09-14 16:25:06  
2009-09-14 11:15:07  
2009-09-14 08:59:10

**ACTION TAKEN BY BOARD:**

Action:  
Other:  
From: Administrative Support

Continued/Deferred Until:  
Special Instructions:  
By:

4108